



DEPARTMENT OF THE ARMY
BALTIMORE DISTRICT, U.S. ARMY CORPS OF ENGINEERS
P.O. Box 1715
Baltimore, MD 21203-1715

REPLY TO
ATTENTION OF

CENAB-EN-H (200-I C)

20 July 2000

MEMORANDUM FOR U.S. Army Engineer District, Buffalo, ATTN: Programs and
Project Management Division (Mr. Ray Pilon),
1776 Niagara Street, Buffalo, NY 14207-3199

SUBJECT: DERP FUDS Project, Lake Ontario Ordnance Works Phase II Remedial
Investigation

1. Attached are two letters to EA Engineering directing them to perform additional borings at LOOW. This action has been taken as a result of contaminants found outside of the workplan grids (chasing the plume).
2. Per the scope of work, the costs for the additional borings have already been established. Additional funds in the amount of \$78,000.00 are now required for the additional work. When the funds are received, we will execute a contract modification that increases the estimated quantities in the contract. If funds are not provided, we will be forced to de-scope field work from areas that have not yet been investigated. Please request that the additional funds be provided to us by 15 August 2000 so that it will not be necessary to cut the project scope.
3. Please be advised that we anticipate the need for additional borings as the field investigation continues.
4. Also be advised that we will be sending you a second request for funds in the order of magnitude of \$100,000.00 for modification of the scope of work, a copy of which is enclosed.
4. If there are any questions or comments on the enclosed document, please call me at (410) 962-0674.

A handwritten signature in black ink, appearing to read "C. E. Basham", is located below the list of items.

Encls

CHARLES E. BASHAM, P.E.
Design Team Leader



DEPARTMENT OF THE ARMY
BALTIMORE DISTRICT, U.S. ARMY CORPS OF ENGINEERS
P.O. Box 1715
Baltimore, MD 21203-1715

REPLY TO
ATTENTION OF

20 July 2000

Civil HTRW Section
Engineering Division

Ms. Brenda Herman
EA Engineering, Science, and Technology, Inc.
15 Loveton Circle
Sparks, Maryland 21152

Dear Ms. Herman:

Reference is made to your Contract No. DACA31-94-D-0025 for Indefinite Delivery Architect-Engineer Services, Delivery Order # 0173. Enclosed is a revised scope of work for Lake Ontario Ordnance Works (LOOW), Site Wide Remedial Investigation Phase 2, Lewiston, New York; dated 20 July 2000.

You are requested to submit a proposal within five (5) working days from receipt of this letter in accordance with the contract clauses for the services specified in the revised scope of work. Your proposal shall be broken out to show all phases of work, summarized as shown on the original proposal schedule, and prepared based on the wage and overhead rates listed in Section B of the contract. Your proposal should be submitted to the Baltimore District, U.S. Army Corps of Engineers, ATTN: CENAB-EN-HN (Mr. Sesh Lal), P.O. Box 1715, Baltimore, Maryland 21203; and clearly identified on the outside of the sealed envelope as *the "Proposal for Lake Ontario Ordnance Works (LOOW), Site Wide Remedial Investigation Phase 2, Lewiston, New York"*

The award of a delivery order is subject to the approval of the Contracting Officer. This letter is not to be construed as authority to proceed with any work nor to incur any obligations chargeable to the Government. Furthermore, in the event of unsatisfactory fee negotiations, the Government can assume no obligation for payment of any expense incurred by your firm in the preparation of your fee proposal.

If there are any questions concerning the scope of work, please contact the Design Team Leader, Mr. Chuck **Basham**, (410) 962-0674, and arrangements can be made for a conference to assure complete understanding and agreement.

Sincerely,

CLINTON L. ANUSZEWSKI, P.E.
Authorized Representative of the
Contracting Officer

Enclosure

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REVISED SCOPE OF WORK

Lake Ontario Ordnance Works (LOOW)

Site Wide Remedial Investigation Phase 2

Lewiston, New York

20 July 2000~~10 MARCH 2000~~

1. **DESCRIPTION OF PROJECT:** This scope of services supersedes and replaces the scope of services dated 22 Jul 1999. The A-E shall continue to perform the services described in paragraph 4.a. (Basic) of the 22 July 1999 scope of work. The Government may award any option negotiated under this delivery order within 18 months of award of Option 1.

This project consists of on-site field investigations, soil and water sampling, laboratory analysis, and preparation of reports of findings. It includes some preparatory site work, to include asbestos abatement, incidental to field investigations. Throughout the duration of the contract and as extended by all options, the Architect-Engineer (A-E) will provide consultant services to the Government that will include the participation at on-site meeting and the preparation of non-design documents, reports, and visual aids. The contract will consist of a basic contract and a number of options that may be exercised by the Government. A firm-fixed price contract is envisioned with a number of line items based upon estimated quantities that may be increased or decreased by the Government as needed to achieve program goals.

2. **BACKGROUND:** This project is a continuation of the Phase I Remedial Investigation (RI) Phase I completed by EA Engineering under Delivery Order 115 to Contract DACA31-94-D-0025 with the U.S. Army Corps of Engineers Baltimore District (LOOW Site Wide RI/FS).

3. **GOVERNMENT-FURNISHED DOCUMENTS:** This scope of work includes by reference all deliverable documents produced under Delivery Order 115.

4. **SCOPE OF WORK:** The Architect-Engineer (A-E) shall perform services required for the development and preparation of the RI Phase 2 Report needed by the Government to establish the project scope of work for future Hazardous, Toxic, and Radiological Waste (HTRW) work at the LOOW site.

a. **(Option 1)** . The A-E shall prepare work plans for site preparation, restoration, and abatement activities for work to be performed under Option 3 covering all phases of the work for Government approval. The A-E shall use a Certified Industrial Hygienist to oversee the development of remediation work plans relating to ACM and/or other hazardous materials.

Scope of Work for Phase 2 Remedial Investigation, LOOW

b. (Option 2)

(1) Throughout the duration of the contract (estimated as 12 months) and as extended by all options, the Architect-Engineer (A-E) will provide consultant services to the Government that will include the participation at on-site meeting and the preparation of non-design documents, reports, and visual aids. As a minimum this will include 12 site visits to Buffalo, NY by the project manager and project engineer/geologist; preparation of meeting minutes, preparation of a monthly status report, and maintaining accurate accounting records for estimated quantities. Visual aids will include the preparation in CADD of poster-size site maps, color graphics, electronic deliverables suitable for inclusion on the LOOW Web page, and brochures suitable for distribution at public meetings. The A-E may also be required to prepare presentations for public meetings and/or Government agencies. In all such presentations the A-E shall carefully avoid the appearance of providing policy decisions and shall in all circumstances emphasize that the services provided and technical opinions rendered are in an advisory capacity only. Unless otherwise approved by the Government, the A-E shall direct all inquiries by media, other Government agencies, contractors, and the general public to the Baltimore District Design Team Leader.

(2) (LOOW) MAPPING SUPPORT

(a) Provide the following copies of the topographical survey drawings dated 06-24-99 previously submitted with the Final Report of Results for the Phase-I Remedial Investigation At the Lake Ontario Ordnance Works, Niagara County, New York.

Number of Copies	Submittal Format	Description
2	Compact Disc	Submit entire set of drawings as Intergraph Microstation ".DGN" file (preferred) or AutoCAD file format.
1	Mylar drawing	Plot entire set of drawings at 1:400 scale as opposed to 1:200 scale submitted previously

(b) Create a multi-layered computer aided drafting and design (CADD) drawing of the Lake Ontario Ordnance Works (LOOW). The intent of the drawing is to consolidate data from previous drawings and studies. Submit the drawing files in Microsoft Intergraph ".DGN" format on compact disk and hardcopy (1:200 and 1:400 mylar). The drawing shall be composed of several layers all linked to a common reference grid. It is recommended the New York State Plane Coordinate System be used as the common grid.

Scope of Work for Phase 2 Remedial Investigation, LOOW

Description of Layers
1. Aerial photograph dated 04-29-97 submitted previously in Final History Search Report
2. Topographical survey data dated 06-24-99. Previously submitted by EA in Final Report of Results for the Phase-I Remedial Investigation At the Lake Ontario Ordnance Works, Niagara County, New York
3. Facility and infrastructure data from as-built drawings. Require a separate layer for facilities constructed by each DOD and Non-DOD activity (i.e. a separate layer for LOOW TNT facilities, AFP-68 facilities etc)
4. Phase-I Remedial Investigation Data to include location and dimensions of test pits/trenches, sampling grids, and sample locations/numbers.
5. Phase-II Remedial Investigation Data (to be determined)
6. Real estate boundaries as shown in Figures 3-IA through 3-IF in the Final History Search Report. Require a separate layer for each decade.

(c) Submit Phase-I and Phase-II remedial investigation data (sampling locations, numbers, and results) in ArcView format on compact disk (2 copies). Data locations to be georeferenced with aerial photograph dated 04-29-97 and EA's as-built drawings of the original LOOW TNT production facility (previously published in the Final History Search Report, source J.G. White 1942). During Phase-II remedial investigation field work, the Contractor shall take global positioning satellite (GPS) readings at each sample grid to delineate exploratory excavations to provide common geographical references for sampling data.

c. (Option 3) The A-E shall perform the Phase II Remedial Investigation on the areas identified in the Phase 2 RI Work Plans as Component 1, Former AFP-68 Areas 2 and 20.

(1) Areas 2 and 20 are overgrown with trees, construction rubble, Asbestos Containing Material (ACM), and possibly other contaminants such that conduct of the investigation in the current condition would pose an unacceptable safety risk to field personnel. It will be necessary for the A-E to perform remediation and clean-up at the site before the field investigation can begin. Areas cleared will need to be restored with grass to prevent erosion. Areas to be prepared are limited to the actual limits of the investigation site (grids), and an access road to the site. Areas 4, 7, 7a, 8, and 10 under Additive Item 1 are similarly contaminated. Although field investigation for areas 4, 7, 7a, 8, and 10 is an additive item to Option 3, clean-up of all areas (2, 20, 4, 7, 7a,

Scope of Work for Phase 2 Remedial Investigation, LOOW

8, and IO) will be completed at the same time under Option 3. In general, the steps to be followed are as follows:

(a) Submission of required submittals as called for in the work plan prepared on the basic contract award.

(b) Trim trees and foliage in the areas to be investigated. This includes trimming, cutting, and removing all trees and foliage to ground level and off-site disposal of uncontaminated cutting in accordance with the approved work plans.

(c) Testing for and hand removal and disposal of ACM. This includes walking the site and picking up by hand ACM by qualified Asbestos Workers and proper disposal of the ACM in accordance with approved work plans. This also includes the removal and disposal of approximately 350 bags of buried, friable asbestos located in area 7.

(d) Testing and (if necessary) de-contamination of building rubble and consolidation of building rubble away from the areas to be investigated. This includes testing of the surface of building rubble on site for asbestos contamination, the abatement by cleaning of contaminated debris, and hauling of the material to a stockpile near the investigation site all in accordance with the approved work plans.

(e) Removal of stumps and contaminated topsoil in areas to be investigated. . This includes the removal of stumps as needed, and removal and disposal of a 6" layer of asbestos contaminated top-soil and proper disposal as ACM in accordance with the approved work plans. The contractor shall dispose of the consolidated, uncontaminated building rubble from area 2 with the top-soil.

(f) Conduct Field Investigation

(g) Backfill with topsoil, grade, and hydro-seed areas previously cleared so as to prevent erosion or run-off of contaminants. This includes backfill with 6" of clean topsoil, grading, and hydro-seeding of previously cleared areas in accordance with plans and specifications included in the approved work plans

Throughout the clearing, Field Investigation, and restoration process, the A-E shall seek to identify suspect hazardous containing materials within the proposed Phase II areas of investigation, test them, and properly dispose of any hazardous material in accordance with the approved work plans. Differences in line items with estimated quantities shall be handled as described in paragraph 5 (Special Instructions).

(2) Planning Documents: In preparation for the Phase II Interim Remedial Investigation, the A-E shall review and validate the Site Wide Work Plan, Site Wide Health and Safety Plan (HASP) and Sampling and Analysis Plan (SAP) prepared under Delivery Order 115. Addenda shall be prepared as needed to identify the data quality objectives and

Scope of Work for Phase 2 Remedial investigation, LOOW

specific details of the planned remedial investigation activities and procedures. The planning documents submittal shall include any addenda, site preparation and restoration work plans, and remediation work plans prepared by a Certified industrial Hygienist as described in paragraph 4.a (Option I), and a proposed schedule for the Field investigation.

(3) Field investigation. The A-E shall conduct field investigations to obtain the required information to identify the lateral and vertical extent of contamination as necessary to prepare the Phase ii RI Report for the identified areas of concern. The A-E shall utilize investigative methods that provide the most cost and time efficient identification of possible contamination in the areas of concern. The investigations shall be sufficient to characterize the nature and extent of risks posed by the contamination and for evaluating potential remedial options. These efforts shall include but not be limited to geophysical surveys; soil borings; well installations; surface soil and water sampling; subsurface soil and groundwater sampling; and ecological assessments.

d. (Option 3, Additive Item 1) The A-E shall perform the Phase ii Remedial investigation on the areas identified in the Phase 2 RI Work Plans as Component 1, Former AFP-68 Process Areas 4,7,8,10, and 11. The areas for investigation contain suspect hazardous containing materials as described in paragraph 4.c. above. The cost to prepare these sites will be included in Option 3 and not in this additive item.

e. (Option 3, Additive Item 2) The A-E shall perform the Phase ii Remedial investigation on the areas identified in the Phase 2 RI Work Plans as Component 2, Former AFP-68 Process Areas 3,5,6,18N, 30A, and Buildings T1/T2. This site(s) is not known to be hazardous as described in paragraph 4.c.

f. (Option 3, Additive Item 3) The A-E shall perform the Phase ii Remedial Investigation on the areas identified in the Phase 2 RI Work Plans as Component 6, Former LOOW incinerator; Component 3, former LOOW WWTP Vicinity Shops; and Component 1, Former LOOW Nitration Houses. This site(s) is not known to be hazardous as described in paragraph 4.c.

g. (Option 3, Additive Item 4) The A-E shall perform the Phase II Remedial investigation on the areas identified in the Phase 2 RI Work Plans as Area C. This site is not known to be hazardous as described in paragraph 4.c.

h. (Option 3) Prepare Remedial investigation Report

(1) Draft Phase ii interim Remedial investigation Report. Following completion of all fieldwork, the A-E shall prepare a Draft Phase ii interim Remedial investigation Report for the area investigated under this delivery order. The draft report shall comprehensively present the data gathered during the investigation. The draft report shall initially be distributed to the Corps of Engineers as shown in the distribution table.

Scope of Work for Phase 2 Remedial Investigation, LOOW

After review by the Corps of Engineers and resolution of any issues, the A-E will make distribution to Other Agencies as shown in the distribution table.

The Phase II Interim Remedial Investigation Report shall be formatted as follows:

1.0 Executive Summary

2.0 Introduction

- 2.1 Purpose of Report
- 2.2 Site Background
 - 2.2.1 Site Description
 - 2.2.2 Site History
 - 2.2.3 Previous Investigations
- 2.3 Report Organization

3.0 Study Area Investigations

- 3.1 Surface Features
- 3.2 Contaminant Source Investigations
- 3.3 Meteorological Investigations
- 3.4 Surface Water and Sediment Investigations
- 3.5 Geological Investigations
- 3.6 Soil and Vadose Zone Investigations
- 3.7 Groundwater Investigations
- 3.8 Human Population Surveys
- 3.9 Ecological Investigations

4.0 Physical Characteristics of Study Area

- 4.1 Surface Features
- 4.2 Meteorology
- 4.3 Surface Water Hydrology
- 4.4 Geology
- 4.5 Soils
- 4.6 Hydrogeology
- 4.7 Demography and Land Use
- 4.8 Ecology

5.0 Field Investigation Procedures

6.0 Analytical Results

7.0 Site Characterization

- 7.1 Sources of Contamination
- 7.2 Soils and Vadose Zone
- 7.3 Groundwater
- 7.4 Surface Water and Sediments

8.0 Phase II Interim Remedial Investigation Summary and Conclusions

Scope of Work for Phase 2 Remedial investigation, LOOW

- 8.1 Summary
 - 8.1.1 Nature and Extent of Contamination
- 8.2 Conclusions
 - 8.2.1 Data gaps and Limitations

(2) Final Phase II Interim Remedial Investigation Report. Upon receipt of review comments on the draft report, the A-E shall provide written responses to all review comments to the Baltimore District Design Team Leader. Upon resolution of all review comments and responses, the A-E shall incorporate agreed upon responses into a Final Phase II Interim Remedial Investigation Report.

5. SPECIAL INSTRUCTIONS

a. During the performance of this contract (Basic and all options), the A-E will maintain close liaison with the Design Team Leader (DM) shall coordinate the work with the property owner and New York State Department of Environmental Conservation (NYDEC) and other concerned parties. The A-E will:

1. Execute the work diligently and aggressively, and promptly advise the DTL of all significant developments.
2. Contact the installation (property owner) prior to starting his field investigation and coordinate subsequent visits to the installation with the appropriate installation personnel. Records of all visits to the installation shall be kept by the A-E and will be provided to the DTL upon request.
3. Prepare complete minutes of each meeting and significant telephone conversation with Government representatives, and furnish a copy to the DTL and to all participants within seven working days of the conference. All minutes will also be included in the final design analysis report,
4. Promptly furnish to the DTL copies of all written communications pertaining to the work received from other Government agencies.
5. Take appropriate measures to obtain clarification of design criteria requirements, to acquire all pertinent design information, and to incorporate such information in the work being performed. These actions will be accomplished through the DTL.
6. Not react to any instructions from the installation or using agency, which will affect the scope of the project or deviate from Corps and/or standard industry standards without first seeking and obtaining direction from the DTL. The A-E will not perform any additional services without prior written authorization of the Contracting Officer.
7. The A-E shall notify the DTL 48 hours in advance of collecting QA split-samples.

Scope of Work for Phase 2 Remedial Investigation, LOOW

b. The A-E is responsible for mailing or delivering the required copies of each submittal package per the distribution schedule. The A-E shall notify the Design Team Leader at least two (2) working days prior to making any submittals; the Design Team Leader may provide the A-E a transmittal letter to the addressee which shall be included with the A-E's submission.

c. This delivery order has been structured to include several line items based upon estimated quantities as follows:

(1) Field Work. This line item includes all labor, sub-contractor, equipment, per-diem, other direct costs, overhead, and profit for one day of field investigation based upon the installation, sampling and testing of eight (8) ground sampling points in accordance with the approved work plans.

(2) Monitoring Wells. This line item includes all labor, sub-contractor, equipment, per-diem, other direct costs, overhead, and profit for the installation and development of one (1) ground water monitoring well in accordance with the approved work plans.

(3) Transportation. This line item covers the round-trip airfare for field personnel and in general is estimated at one trip per 10 days of field time. Per the Basic contract, the A-E is not entitled to overhead or profit on this line item.

(4) Analytical. This line item covers the analytical laboratory costs. Analytical laboratory services will be subcontracted.

d. Variations in Estimated Quantities (Field Days, Monitoring Wells, and Transportation)

(1) The A-E shall conduct the field investigation in accordance with the approved work plans at the negotiated rate based on the estimated number of Field Days and Monitoring wells on the proposal sheet. During the course of the investigation the A-E may find areas of contamination extending beyond the assumed location what would require additional field sampling locations or monitoring wells. However, the A-E shall not exceed the quantities established in the approved work plans without written concurrence by the DTL. Upon receipt of written concurrence by the DTL, the A-E may exceed the quantities of ground sampling points (expressed in Field Days) and wells in the approved work plans at the negotiated unit rate for the particular line item.

However, under no circumstances shall the extended cost of additional field days or wells result in the cumulative cost of field days or wells completed to date to exceed the cumulative line item totals respectively under Option 3 for days of Field Work and Quantity of Wells.

(2) The Contracting Officer may at any time modify the delivery order to increase or decrease the estimated quantities. In this event, the Contracting Officer shall issue a change order for the extended costs of the estimated quantity line items at the negotiated rate. For any change or cumulation of changes that results in an increase of

Scope of Work for Phase 2 Remedial Investigation, LOOW

ten Field Days or ten Monitoring Wells, the Contracting Officer may issue a change order increasing the number of round trips of transportation.

(3) The A-E shall maintain accurate records of estimated quantities expended, the extended cost expended for field days, monitoring wells, and analytical costs and shall report this in writing to the DTL daily or at such frequency or level of effort as requested by the DTL.

e. Variations in Estimated Quantities (Analytical).

(1) The A-E will perform analytical testing as needed at the negotiated rate. However, the quantities are established only for the purpose of estimating the Line Item for analytical testing. The A-E shall maintain accurate records of the number and types of tests performed and a running total of the cost for analytical testing to date. **The A-E shall not perform any analytical testing that would result in the total analytical costs exceeding the cumulative line item totals for Analytical Costs under Option 3.** This information shall be reported in writing to the DTL daily or at such frequency or level of effort as requested by the DTL.

(2) The Contracting Officer may at any time modify the delivery order to increase or decrease the Analytical Testing line item total (s). In the event this line item is increased, the A-E will continue to provide analytical testing at the negotiated rate up to, but not exceeding line item total regardless of the original estimated quantities

6. SUBMITTALS REQUIRED:

a. Distribution of the submittals: Documents are classified as General Distribution and Limited Distribution. General Distribution documents include draft and final copies of the Phase 2 RI Reports. Limited Distribution documents includes copies of meeting minutes, routine correspondence and work plans. Distribution of Limited Distribution Documents will vary depending upon the document. The A-E will verify the distribution of all limited Distribution documents with the DTL prior to distribution. Quantities listed in the table below should be used for estimating. In addition, one copy of the final report of results will be submitted in a pdf format.

b. Management Reserve documents shall be distributed by the A-E per the direction of the DTL.

DISTRIBUTION TABLE CORPS OF ENGINEERS		
Addresses and POCs	General Distribution	Limited Distribution

Scope of Work for Phase 2 Remedial Investigation, LOOW

U.S. Army Corps of Engineers – Baltimore District Attn: CENAB-EN-HN Mr. Chuck Basham City Crescent Building, Room 10200 10 South Howard Street Baltimore, MD 21201	3	4
U.S. Army Corps of Engineers – New York District Attn: CENAN-ED-CO Ms. Allison Ali 26 Federal Plaza New York, NY 10278	2	0
U.S. Army Corps of Engineers • Missouri River Division Attn: CENWO-HX-S Document Distribution 12565 W. Center Road Omaha, NE 68144-3869	4	0
U.S. Army Corps of Engineers • Huntsville Division Attn: CEHND-PM-MC Mr. Bob Noir 106 Wynn Drive North Huntsville, AL 358054766	2	2
Ray Pilon U.S. Army Corps of Engineers – Buffalo District 1776 Niagara Street Buffalo, NY 14207	2	1

DISTRIBUTION TABLE OTHER AGENCIES		
Addresses and POCs	General Distribution	Limited Distribution
New York State Dept. of Environmental Conservation Division of Hazardous Substance Regulation Attn: Mr. Kent Johnson 50 Wolf Road Albany, NY 12233	1	0

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New York State Dept. of Environmental Conservation, Region 9 Attn: Jack Krajevski Senior Engineer Geologist 270 Michigan Avenue Buffalo, NY 14203	1	0
U.S. Environmental Protection Agency, Region II Hazardous Waste Facilities Branch Attn: Ms. Carol Stein 290 Broadway 22 nd Floor New York, NY 10007-I 866	2	0
Lewiston Public Library 308 South 8th Street Lewiston, NY 14092	1	0
CWM Chemical Services, Inc. Attn: Ms. Rebecca Zayatz PO Box 200 1550 Balmer Road Model City, NY 14107	1	0
Somerset Group, Inc. Attn: Mr. John Syms Lew-Port Industrial Park 1600 Balmer Road Youngstown, NY 14174	1	0
Town Supervisor Town of Lewiston 1375 Ridge Road Lewiston, NY 14092	1	0
Town Supervisor Town of Porter Attn: Tom Beachy 3265 Creek Road Youngstown, NY 14174	1	0
New York State Department of Health Center for Environmental Health Attn: Mr. Bill Condon 2 University Place Albany, NY 12203-3399	1	0

Scope of Work for Phase 2 Remedial Investigation, LOOW

Niagara Co. Health Department Attn: Paul Dicky 5461 Upper Mountain Road Lockport, NY 14094-1 899	1	0
Modern Corporations Attn: Mr. Jim Goehrig 4746 Model City Road Model City, NY 14107-0209	1	0
Management Reserve	10	10

7. REVIEW COMMENTS:

a. Baltimore District, the using agency, and/or other agencies of the U.S. Government, as appropriate, will review all submittals. Comments will be furnished indicating changes or other action that will be required. The A-E is required to review these comments and annotate the action column next to each comment with the action taken, and where the revisions have been made.

b. In the course of reviewing these comments, the A-E is encouraged to contact the Design Team Leader should clarification or additional information be required on any particular comment. It is stressed that prior agreement of the Design Team Leader is required on each comment that is to be marked "DELETED" denoting that the reviewer has agreed to delete or retract the comment based on further discussions.

c. The annotation "Not-Concur" without written explanation is considered unacceptable. For any comments involving actions to which the A-E takes exception, or believes to be beyond the scope of the contract, the A-E is required to provide a written explanation for the basis for his position within the date specified in the letter providing the review comments. All comments shall be incorporated unless otherwise resolved with the concurrence of the Government's Design Manager prior to the next submittal. If no problems are identified by the A-E within the time frames noted in the above letter, it would be assumed that all comments have been accepted and will be incorporated into the next submission.

8. PERIOD OF PERFORMANCE:

<u>DELIVERABLE</u>	<u>Performance Period</u>
OPTIONS 3 & 4	
Draft Planning Documents	45 calendar days after NTP

Scope of Work for Phase 2 Remedial Investigation, LOOW

Final Planning Documents	15 calendar days after receipt of comments
Draft Phase 2 RI Report	45 calendar days after completion of Field Work *
Final phase 2 RI Report	30 calendar days after resolution of comments **

NOTES:

* Fieldwork may be extended due to variations in estimated quantity and shall be coordinated with the DTL in writing.

** Resolution of comments may require several iterations of response to comments and shall be coordinated with the DTL in writing.

9. CONFLICTS: .

Any conflicts found in any of the information furnished (including this Scope of Work and review comments) shall immediately be brought to the attention of the Government Design Team Leader for resolution prior to proceeding with the work.